



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

Department of Conservation and Natural Resources

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Rebecca L. Palmer, Administrator, SHPO

July 14, 2015

Dr. Robert Slaby
Superintendent
PO Box C
Virginia City NV 89440

RE: Commission for Cultural Affairs Covenants on Piper's Opera House, Storey County.

Dear Superintendent Slaby:

The State Historic Preservation Office (SHPO), at the request of Storey County School District staff on July 13, 2015, is providing you with a summary of the several occasions this office has reminded your agency that the SHPO holds covenants on Piper's Opera House in Virginia City.

The SHPO again reminds you that all structural and visual modifications require permission from this office prior to initiation of said modifications in accord with the covenants that are in effect until 2060. As the beneficiary of the largest cumulative grant award in the history of the Commission for Cultural Affairs (\$2.7 million dollars) it is critical that Storey County School District afford Piper's Opera House with the highest standard of preservation practice for all structural, visual, and maintenance activities occurring at this institution.

It has come to our attention that Storey County School District is responsible for the unauthorized replacement of at least six windows likely dating to the 1860's. This window replacement occurred within the last few months; well after your staff had received notice that covenants existed on the property and that said covenants required permission from this office for any structural or visual modifications to the property.

As staff for the Commission for Cultural Affairs (now the Commission for Cultural Centers and Historic Preservation), I am obliged to bring this action to the attention of the Chair of the Commission.

If you have any questions concerning this correspondence, please feel free to contact me at (775) 684-3443 or by e-mail at rlpalmer@shpo.nv.gov.

Sincerely,

A handwritten signature in blue ink, reading "Rebecca Palmer", with a large, stylized flourish extending from the end.

Rebecca Lynn Palmer
State Historic Preservation Officer

LEO M. DROZDOFF, P.E.
Director
Department of Conservation and
National Resources

REBECCA L. PALMER
State Historic Preservation Officer

BRIAN SANDOVAL
Governor

STATE OF NEVADA



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE

Address Reply to:
901 S. Stewart St, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448
Fax: (775) 684-3442

shpo.nv.gov

February 27, 2013

Dr. Robert Slaby
Superintendent
PO Box C
Virginia City, NV 89440

RE: Possible Sale of Piper's Opera House to the Storey County School District, Virginia City.

Dear Dr. Slaby:

The SHPO was pleased to read in local newspapers that the Storey County School District is considering purchasing the venerable opera house for use as a school facility. If this office can be of any assistance in ensuring that this transition occurs smoothly and expeditiously, please do not hesitate to ask.

The SHPO would also like to take this opportunity to provide you with a copy of the covenants we hold on the building. They are in effect through December 31, 2060. If we can be of any assistance in the future, please do not hesitate to ask.

If you have any questions concerning this correspondence, please feel free to contact me at (775) 684-3443 or by e-mail at rlpalmer@shpo.nv.gov.

Sincerely,

Rebecca Lynn Palmer
Acting State Historic Preservation Officer

BRIAN SANDOVAL
Governor

Chairman
ROBERT OSTROVSKY

Vice Chairman
ROBERT STOLDAL

MICHAEL HILLERBY
JOHN RICCI
JUDITH MICHAELS SIMON
IRMA VARELA-WYNANTS

Address Reply to
901 S. Stewart St. Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448

STATE OF NEVADA



COMMISSION FOR CULTURAL AFFAIRS

July 14, 2015

Toni McTimmonds
Storey County School District
PO Drawer C
Virginia City, NV 89440

Re: Covenants Agreement for property known as the Piper's Opera House

Dear Ms. McTimmonds:

Enclosed is the fully negotiated Covenants Agreement between the Storey County School District and the State Historic Preservation Office for the Piper's Opera House. It will be necessary for you to record the document with the County Recorder. When the document has been recorded please return the **original** to me and keep a copy for yourself.

If you have any questions or I can be of further assistance, please feel free to contact me.

Sincerely,

Susan Kastens
CCA Contractor
775-684-3438
skastens@shpo.org

Enclosures

BRIAN SANDOVAL
Governor

Chairman
ROBERT OSTROVSKY

Vice Chairman
ROBERT STOLDAL

LINDA DEACY
MICHAEL HILLERBY
STACY ENDRES
JOHN RICE

STATE OF NEVADA



Address Reply to:
901 S. Stewart St, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448

COMMISSION FOR CULTURAL AFFAIRS

December 10, 2014

Toni McTimmonds
Storey County School District
PO Drawer C
Virginia City, NV 89440

Re: Covenants Agreement for property known as the Pipers Opera House.

Dear Ms. McTimmonds:

It has been drawn to the attention of the State Historic Preservation Office that the Storey County School District is the current owner of the above referenced property. The Covenants that have been recorded on the property deed are currently in the name of Piper Opera House, Inc. Enclosed is a new agreement reflecting the correct ownership. It will be necessary for you to sign and notarize the agreement where indicated and return it to our office. When the appropriate state signatures have been secured the original will be returned to you to file with the Storey County Recorder. Upon completion of filing, the original with proof of recordation must then be returned to our office.

As a reminder, these Covenants stipulate that no visual or structural alterations will be made to the property without prior written permission from the State Historic Preservation Office. Enclosed is the form the current property owner or representative organization is required to submit prior to the initiation of any visual or structural alterations.

If you have any questions or I can be of further assistance, please feel free to contact me.

Sincerely,

Handwritten signature of Susan Kastens in cursive script.

Susan Kastens
CCA Contractor
775-684-3438
skastens@shpo.org

Enclosures

1 ATTACHMENT B

2 COMMISSION FOR CULTURAL AFFAIRS (CCA-09-20) COVENANTS

3 These covenants are made and entered into between the State of Nevada, acting by and
4 through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the
5 PIPER'S OPERA HOUSE hereinafter referred to as "APPLICANT", for the purpose of the
6 property known as the PIPERS OPERA HOUSE, which is owned in fee simple by the STOREY
7 COUNTY SCHOOL DISTRICT.

8 The property is comprised essentially of grounds, collateral, appurtenances, and
9 improvements. The property is more particularly described as follows:

10 LOTS 17, 18, 19, 20, 21, AND 22 OF BLOCK 83, RANGE A IN THE CITY OF
11 VIRGINIA, COUNTY OF STOREY, STATE OF NEVADA (BOOK 127, PAGE 482,
12 RECORD OF DEEDS, STOREY COUNTY COURTHOUSE, VIRGINIA CITY, NV)

13 In consideration of the sum of \$126,000.00 received in grant-in-aid assistance from the
14 STATE, the APPLICANT hereby agrees to the following for a period of time ending on
15 DECEMBER 31, 2060.

- 16 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair
17 of said Property so as to preserve the architectural, historical, cultural or
18 archaeological integrity of the same, in order to protect and enhance those qualities
19 which make it historically significant as determined by the STATE.
- 20 2. The APPLICANT agrees that no visual or structural alterations will be made to the
21 property without prior written permission of the STATE.
- 22 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the
23 right to inspect the property at all reasonable times, in order to ascertain whether or
24 not the conditions of these Covenants are being observed.

- 1 4. The APPLICANT agrees that when the property is not clearly visible from a public
2 right of-way or includes interior work assisted with State of Nevada, Commission for
3 Cultural Affairs grant funds, the property will be open to the public not less than
4 twelve (12) days a year on an equitable spaced basis and at other times by
5 appointment. Nothing in these covenants will prohibit the APPLICANT from
6 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
7 at similar facilities in the area.
- 8 5. The APPLICANT further agrees that when the property is not open to the public on a
9 continuing basis, and when the improvements assisted with State of Nevada
10 Commission for Cultural Affairs grant funds are not visible from the public right-of-
11 way, notification will be published for three consecutive working days, no less than
12 one week prior to the opening date in one newspaper of general circulation in the
13 community area in which the property is located. The advertisement shall give the
14 dates and times when the property will be open. Documentation of such notice will
15 be furnished annually to the STATE during the term of these Covenants.
- 16 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
17 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
18 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
19 discrimination on the basis of race, religion, national origin, or disability. In
20 implementing public access, reasonable accommodation to qualified disabled persons
21 shall be made in consultation with the STATE.
- 22 7. The agreement shall be enforceable in specific performance by a court of competent
23 jurisdiction.

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8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
9. These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.
10. The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE.
11. The APPLICANT shall record these Covenants in the Recorder's Office of the County in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished the STATE satisfactory proof of the aforementioned recordation.

These CCA Covenants are entered into this _____ day of _____, 2014.

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1 **PROPERTY OWNER – STOREY COUNTY SCHOOL DISTRICT**

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4 Signature

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6 Name and Title (print)

7 **STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION**

8 **OFFICE**

9

10

11 Rebecca L. Palmer, State Historic Preservation Officer

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13 **REVIEWED AS TO FORM ONLY:**

14 Catherine Cortez Masto, Attorney General

15 By: _____

16 Deputy Attorney General

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1 Witnessed by Notary Public
2 State of Nevada
3 County of STOREY
4 On _____, personally appeared before me, a Notary
5 Public in and for said County and State, _____
6 Known to me to be the person described in and who executed the foregoing instrument, who
7 acknowledged to me that _____ executed the same freely and voluntarily and for the uses
8 and purposes therein mentioned.

9 _____
10 Notary Public
11 _____

12
13 ACKNOWLEDGEMENT

14 State of Nevada
15 County of CARSON
16 On _____, personally appeared before me, Notary Public in
17 and for said County and State, REBECCA L. PALMER, known to me to be the person
18 described in and who executed the foregoing instrument, who acknowledged to me that he executed
19 the same and freely and voluntarily and for the uses and purposed therein mentioned.

20
21 _____
22 Notary Public
23

BRIAN SANDOVAL
Governor

Chairman
ROBERT OSTROVSKY

Vice Chairman
ROBERT STOLDAL

LINDA DEACY
MICHAEL HILLERBY
STACY ENDRES
JOHN RICE

STATE OF NEVADA



Address Reply to:
901 S. Stewart St, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448

COMMISSION FOR CULTURAL AFFAIRS

State of Nevada
Commission on Cultural Affairs
Request for Permission to Undertake Structural or Visual Alterations

In accord with current Covenants (Stipulation 2) in effect on the property below, the following organization is requesting written permission to undertake the visual or structural alteration as described below:

Property address/description/name:

Located in the community of:

Name of organization proposing alterations to structure:

Expiration date of Covenants:

Description of proposed work (please attach any additional drawings, descriptions, photos, etc that would illustrate proposed work):

By requesting this permission from the State Historic Preservation Office, I hereby agree to indemnify, save, and hold harmless the State of Nevada and its agents and employees from all claims, causes of action or liability arising from the granting of permission to proceed with the visual and/or structural alterations as depicted herein. I further agree to comply with all conditions described with the written permission, if issued, and the regulations and laws of the State of Nevada.

Owner or Designated Representative:

Name _____ Date _____

Mailing Address _____

Signature _____ Telephone _____

Official Record

Recording requested By
STOREY COUNTY

Storey County - NV

Jen Chapman - Recorder

Fee

Page 1 of 6

RPTT

Recorded By MH

Book-

Page-



0121585

APN# 001 082 14

Recording requested by:

Name: Pipers Opera House/ SCSD

Address: PO Box 5

City/State/Zip: Virginia City NV 89440

Mail tax statements to:

Name: Pipers Opera House

Address: PO Box 5

City/State/Zip: Virginia City NV 89440

Mail to, if different than above:

Name: _____

Address: _____

City/State/Zip: _____

Please complete Affirmation Statement below:

☒ I, the undersigned, hereby affirm that this document submitted for recording contains the social security number of any person or persons (if any) who are named in the document.

-OR-

☐ I, the undersigned, hereby affirm that this document does not contain the social security number of a person or persons as required by law.

Signature (Print name under signature)

Toni McTimmonds

Covenants

(Insert Title of Document A

Only use the following section if it applies to

This document is being re-recorded to _____

This document is being recorded to correct document # _____, and is correcting

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

RECEIVED

FEB 19 2015

STATE HISTORIC
PRESERVATION OFFICE

**ATTACHMENT B****COMMISSION FOR CULTURAL AFFAIRS (CCA-09-20) COVENANTS**

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the PIPER'S OPERA HOUSE hereinafter referred to as "APPLICANT", for the purpose of the property known as the PIPERS OPERA HOUSE, which is owned in fee simple by the STOREY COUNTY SCHOOL DISTRICT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

LOTS 17, 18, 19, 20, 21, AND 22 OF BLOCK 83, RANGE A IN THE CITY OF VIRGINIA, COUNTY OF STOREY, STATE OF NEVADA (BOOK 127, PAGE 482, RECORD OF DEEDS, STOREY COUNTY COURTHOUSE, VIRGINIA CITY, NV)

In consideration of the sum of \$126,000.00 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of time ending on DECEMBER 31, 2060.

1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the STATE.
2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.



- 1 4. The APPLICANT agrees that when the property is not clearly visible from a public
2 right of-way or includes interior work assisted with State of Nevada, Commission for
3 Cultural Affairs grant funds, the property will be open to the public not less than
4 twelve (12) days a year on an equitable spaced basis and at other times by
5 appointment. Nothing in these covenants will prohibit the APPLICANT from
6 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
7 at similar facilities in the area.
- 8 5. The APPLICANT further agrees that when the property is not open to the public on a
9 continuing basis, and when the improvements assisted with State of Nevada
10 Commission for Cultural Affairs grant funds are not visible from the public right-of-
11 way, notification will be published for three consecutive working days, no less than
12 one week prior to the opening date in one newspaper of general circulation in the
13 community area in which the property is located. The advertisement shall give the
14 dates and times when the property will be open. Documentation of such notice will
15 be furnished annually to the STATE during the term of these Covenants.
- 16 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
17 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
18 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
19 discrimination on the basis of race, religion, national origin, or disability. In
20 implementing public access, reasonable accommodation to qualified disabled persons
21 shall be made in consultation with the STATE.
- 22 7. The agreement shall be enforceable in specific performance by a court of competent
23 jurisdiction.



1 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
2 any part, term, or provision of this agreement is held to be illegal by the courts, the
3 validity of the remaining portions or provisions shall not be affected, and the rights
4 and obligations of the parties shall be construed and enforced as if the contract did not
5 contain the particular part, term, or provision held to be invalid.

6 9. These restraints shall run with the property and are binding upon the APPLICANT
7 and any and all successors, heirs, assignees, or lessees.

8 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
9 violates any of the restraints of these Covenants. The purpose of the suit shall be to
10 cause the APPLICANT to cure said violations or to obtain the return of funds granted
11 to the APPLICANT by the STATE.

12 11. The APPLICANT shall record these Covenants in the Recorder's Office of the
13 County in which the subject property is located. The STATE'S obligations with
14 regard to the subject property shall not become effective until the APPLICANT has
15 furnished the STATE satisfactory proof of the aforementioned recordation.

16 These CCA Covenants are entered into this 26th day of January, 2015

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1 PROPERTY OWNER – STOREY COUNTY SCHOOL DISTRICT

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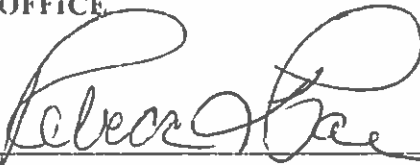
4 Signature

5 Robert Slaby - Superintendent

6 Name and Title (print)

7 STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION

8 OFFICE

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11 Rebecca L. Palmer, State Historic Preservation Officer

12
13 REVIEWED AS TO FORM ONLY:14 ~~Adam Paul Laxalt~~

Catherine Cortez Masto, Attorney General

15 By: 

16 Deputy Attorney General

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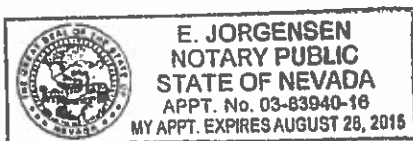
1 Witnessed by Notary Public

2 State of Nevada

3 County of STOREY

4 On Robert DEC 16, 2014, personally appeared before me, a Notary
5 Public in and for said County and State, ROBERT SLABY

6 Known to me to be the person described in and who executed the foregoing instrument, who
7 acknowledged to me that HE executed the same freely and voluntarily and for the uses
8 and purposes therein mentioned.



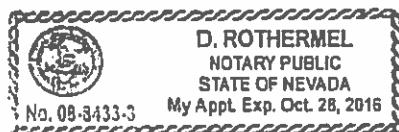
E. Jorgensen
Notary Public

13 ACKNOWLEDGEMENT

14 State of Nevada

15 County of CARSON

16 On JAN 20, 2015, personally appeared before me, Notary Public in
17 and for said County and State, REBECCA L. PALMER, known to me to be the person
18 described in and who executed the foregoing instrument, who acknowledged to me that he executed
19 the same and freely and voluntarily and for the uses and purposed therein mentioned.



D. Rothermel
Notary Public

Susan Kastens

From: Cherie Nevin [cnevin@storeycounty.org]
nt: Tuesday, December 02, 2014 9:04 AM
o: Susan Kastens
Subject: Covenants Agreement Pipers Opera House

Good Morning Susie-

I just left you a voice message about this too, but wanted to follow-up with an email.

Pipers Opera House is now owned by the Storey County School District. Please see contact information below.

Storey County School District

Contact: Toni McTimmonds

PO Drawer C

Virginia City, NV 89440

775-847-0983

tmctimmonds@storey.k12.nv.us

Please let me know if you would like me to forward one the document that you sent to me.

Thank You!

Happy Holiday Greetings...

Cherie M. Nevin

Community Services Officer

Storey County, Nevada

P.O. Box 7 . 372 South C Street - Virginia City, Nevada 89440

Phone: 775-847-0986 | Cell: 775-230-1474

cnevin@storeycounty.org

Storey County is an Equal Opportunity Provider and Employer